

ARTICLE 13

LAYOFF AND RECALL

SECTION 1. DEFINITIONS OF TERMS.

For purposes of this Article, the following definitions shall apply:

- A. Primary Class is the highest class/level in which an employee has status, unless demoted for reasons other than a bump, and from which the employee is laid off.

An employee who has status in more than one class at an equivalent level (as established by the Civil Service Classification Bureau) to the primary class shall have the right to choose which classification will become the primary class. The employee shall designate his/her primary class the first time she/he is laid off after the effective date of this Agreement.

- B. Secondary Class is any class/level other than the primary class in which an employee has satisfactorily completed a required probationary period and any lower class/level in that same series.
- C. Work Location is a building occupied in part or entirely by a Department/Agency or a group of buildings which constitutes a facility. In the Unemployment Agency (UA), a branch office shall include its outstation offices regardless of county location. A satellite office shall be a separate work location.
- D. Work Location Recall List (Layoff Unit in other than the UA and ESA) is a recall list for the work location(s) for which a laid-off employee has made him/herself available.

In the UA, work location recall information shall be maintained on recall cards/lists in seniority order by class/level. In addition, a UA employee may make him/herself available for any UA work location on a statewide basis in a secondary class/level in which she/he has acquired status.

- E. Statewide Recall List is a recall list for all Departments/Agencies.
- F. Address of Record is the employee's address contained in the State's human resources management network.

- G. Probationary Employee is an employee who has not completed a required initial probationary period.

SECTION 2. GENERAL LAYOFF INFORMATION.

The Union recognizes the right of the Employer to lay off employee(s), including the right to determine the extent, effective date and length of such layoff(s), for lack of funds, lack of work or reasons of administrative efficiency.

It is understood and agreed that any alternative to indefinite layoff contained in this Article may be invoked in accordance with its terms.

The employer will, when layoffs are being planned, inform the union as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days. In the UA, such notice shall list the classifications and number of bargaining unit positions by work location that the agency intends to lay off. In the ESA, such notice shall include the classifications and number of bargaining unit positions by work location that the agency intends to lay off, 14 days in advance of such layoff or sooner if available. Upon request by the Union, the Employer shall meet and discuss the potential impact of layoff upon employees in the Bargaining Unit.

Layoff, bumping, and recall of an employee(s) shall be governed by the provisions of this Article.

SECTION 3. GENERAL LAYOFF PROCEDURES.

- A. The Employer shall determine the location of positions and the number of employees which are to be laid off by class/level. Preauthorized levels in a class series shall be considered as one level. The Employer shall then identify the least senior employee(s) at the work location where the layoff(s) are to occur who will be laid off or given the option to exercise their bumping rights as specified in Sections 5, 6, and 7 of this Article. Layoff shall be within the Layoff Unit as listed in Appendix H. Within a Layoff Unit, layoff shall be by seniority as defined in Article 12, Section 2. Employees shall be laid off in least seniority order.
- B. The Employer may lay off and recall out-of-line seniority because of:
- (1) Department of Civil Service approved selective certification, such as manual communication skill, bilingual skill, etc.
 - (2) Maintaining an existing affirmative action plan in accordance with applicable law and approved in advance by the state personnel director.
 - (3) The exceptions listed in (1) above shall only be made where there is a valid occupational requirement. The Employer shall give con-

current written notice to the Union when it requests selective certification for positions which require such valid occupational requirements.

- C. By definition, promotion to supervisor constitutes the beginning of a new class/level series. All employees who were supervisors on February 17, 1981, shall keep their accumulated seniority for bumping purposes. After February 17, 1981, no new seniority, accrued as a supervisor, shall count for bumping back down into the Bargaining Unit.
- D. Non-exclusively represented employees who have status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit until they have exhausted all non-exclusively represented bumping as provided under the Civil Service Rules and Regulations and Civil Service approved Departmental Employment Preference Plans. Non-exclusively represented employees who have not gained status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit, except as provided in Subsection C above for supervisors. Employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees of other exclusively represented Bargaining Units shall have no right to bump into this Bargaining Unit unless the Union, the Employer, and the bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-unit bumping, but then only in accordance with the terms of such trilateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the Union to enter into such agreement with any party who is not a party to this Agreement.
- E. No employee with status in his/her current class/level shall be laid off from the affected class/level until all employees without status in the affected class/level who are employed in the affected class/level are laid off.

SECTION 4. EMPLOYMENT PREFERENCE.

For the purpose of this Article, the Union President, Executive Vice President, Bargaining Unit Vice President, Secretary-Treasurer, and Recording Secretary shall be considered more senior than any other person in his/her class/level, in his/her Layoff Unit in this Bargaining Unit for the term of office; provided, however, that the officer is a member of this Bargaining Unit. In addition, a total not to exceed ten (10) Chief Stewards shall be considered as more senior than any other person in his/her class/level, in his/her jurisdictional area for purposes of this Article. Finally, one Steward at a work location shall be considered as more senior than any other person in his/her class/level in his/her work location for purposes of this Article.

Within sixty (60) calendar days of the effective date of this Agreement, the Union shall notify the Employer of the Chief Stewards' jurisdictional areas. In the event the Union intends to change the structure of jurisdictional areas for Chief Stewards, the Union shall immediately notify the Employer in writing of the change. In the event a Chief Steward is employed in a Department/Agency other than the UA and ESA, the Chief Steward shall be considered as more senior than any other person in his/her class/level in his/her Layoff Unit.

The Union shall furnish to the Employer in writing the names of the Officers, designated Chief Stewards, and Stewards entitled employment preference and the respective work location of each within sixty (60) calendar days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing as soon as such changes are made.

In no case shall a change in the designation of Officer, Chief Steward, Steward, or jurisdictional area occur after the Employer has informed the Union in writing of impending layoffs of Bargaining Unit employees as provided for in Section 2 of this Article.

SECTION 5. LAYOFF PROCEDURE AND BUMPING IN THE UA.

A. Predesignated Bump Card.

- (1) Each employee in the Bargaining Unit is responsible for having on file a predesignated bump card listing his/her bumping options by class/level and the work locations, in priority order, within the Layoff Unit where the employee would accept a bump. Such prescribed form shall include the following information:
 - a. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a lateral bump, which may include the employee's current work location. An employee may, if she/he chooses, and if eligible, indicate a choice to bump down into the current work location prior to indicating choices for lateral bumps into the Layoff Unit.
 - b. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a bump in successively lower levels within the class series or a former class series, which may include the employee's current work location, if the employee is not eligible to bump laterally into the predesignated work locations of his/her choice.
- (2) Changes in bumping options and work location preferences may be made four times each year. Changes will only be accepted on the prescribed form during the following periods unless otherwise provided in this Article:

December 1 - 15th,
March 1 - 15th,
June 1 - 15th, and
September 1 - 15th, of each year.

In the event the 15th falls during a weekend or on a holiday, the cards must be submitted by the first weekday following the 15th. These changes will apply to layoffs which are effective twenty (20) weekdays after the above due dates, respectively. In the event that the Employer receives no notification of a change, the most recent bumping designations will remain in effect until changed in accordance with the procedures outlined in this Section.

The Employer shall notify employees in the affected Layoff Unit within fifteen (15) calendar days from the date the decision is made to establish or close a work location.

- (3) Employees shall be given the opportunity to submit a new predesignated bump card within a reasonable time of opening or closing of a work location. The Union shall be notified within seventy-two (72) hours from the date the decision is made to establish or close a work location. The Employer shall meet with the Union to discuss the time frames for submission of predesignated bump cards.
- (4) The Employer shall give new employees, employees promoted, employees demoted for reasons other than a bump, employees transferred, or recalled employees (except U.C. Interviewers upon recall to a temporary appointment) a predesignated bump card within five (5) weekdays of date of entrance on duty. An Employee shall submit his/her card within thirty (30) calendar days of entrance on duty.
- (5) If a continuing employee's work location is officially changed by the Employer, the employee may submit a change in his/her predesignated bump card immediately. This change shall be effective for any layoff whose effective date falls after twenty (20) weekdays of the submission date of the predesignated bump card, unless otherwise mutually agreed to by the parties.

A work location "officially changed by the Employer" shall include, but not be limited to, a change in work locations as a result of transfer, reassignment in accordance with Article 14 (Assignment and Transfer), and/or promotions or demotions for reasons other than a bump.

The Employer shall acknowledge receipt of each employee's designation of bumping options within twenty (20) weekdays after the

due date. Employees shall be responsible for notifying the Employer if they fail to receive the acknowledgement of the bumping change. The Employer shall provide to a designated Union Representative copies of the predesignated bump cards received under the provisions described in Subsections A(1), (2), (3), (4), and (5) of this Section.

For purposes of this Article the pre-designated bump cards received by the Employer shall be considered the official documents to be utilized by the Employer for the layoff and bumping of Bargaining Unit employees. This right of the Union to receive copies of the predesignated bump cards in no way affects the Employer's right to implement the layoff and bumping of Bargaining Unit employees.

B. Notice of Layoff/Bump.

The Employer shall give fourteen (14) calendar days written notice to employees of layoff or bump in accordance with the procedures for layoff and bumping in the UA. The Employer shall furnish the Union President concurrent written notice of:

- (1) The name, social security number, employee identification number, Bargaining Unit Seniority, class title/level, and current work location of the employees scheduled to be laid off.
- (2) The name, social security number, employee identification number, class/level, current work location, the selection of work locations for bumping, and the new work location for those employees who are to change their work location as a result of a bump.
- (3) A list of vacant Bargaining Unit positions by class/level and work locations which were filled by the Employer as a result of a bump.

C. Bumping Procedure.

- (1) For purposes of this Article, the least senior position is defined as:
 - a. A vacant position which the Employer intends to fill; or
 - b. The position occupied by the least senior employee.
- (2) An employee may bump laterally into the least senior position at the employee's current work location if the employee has so indicated on his/her predesignated bump card. If the employee's seniority does not allow a lateral bump in the current work location, she/he may bump to the least senior position at the next successively lower levels within his/her current class series and his/her current work

location if the employee has so indicated on the predesignated bump card.

- (3) Employees who have not opted to bump into lower levels at the current work location as well as employees whose seniority does not allow the bump in the current work location may bump laterally within the Layoff Unit Bumping Pool. Bumping pool procedures are as provided in Appendix I.
- (4) If the employee's seniority or choice of work location does not permit a lateral bump, the employee may bump into successively lower levels within the Layoff Unit Bumping Pool.
- (5) An employee may bump into a former class series at or below any level in which the employee had satisfactorily completed a required probationary period in accordance with the procedures outlined above. The employee may exercise this right if she/he cannot bump down into the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.
- (6) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.
- (7) Employees scheduled for layoff or bump while on leave of absence shall be informed in writing in accordance with this Subsection.

The vacant position resulting from the bump by an employee who is on a leave of absence may be temporarily filled by the Employer in accordance with the provisions of this Article.

- (8) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump into another position must meet all requirements in accordance with Section 3.B of this Article.
- (9) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 6. LAYOFF PROCEDURE AND BUMPING IN THE ESA.

A. Predesignated Bump Card.

- (1) Each employee in the Bargaining Unit is responsible for having on file a predesignated bump card listing his/her bumping options by class/level and the work locations, in priority order, within the Layoff

Unit where the employee would accept a bump. Such prescribed form shall include the following information:

- a. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a lateral bump, which may include the employee's current work location. An employee may, if she/he chooses, and if eligible, indicate a choice to bump down into the current work location prior to indicating choices for lateral bumps into the Layoff Unit.
 - b. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a bump in successively lower levels within the class series or a former class series, which may include the employee's current work location, if the employee is not eligible to bump laterally into the predesignated work locations of his/her choice.
- (2) Changes in bumping options and work location preferences may be made four times each year. Changes will only be accepted on the prescribed form during the following periods unless otherwise provided in this Article:

December 1 - 15th,
March 1 - 15th,
June 1 - 15th, and
September 1 - 15th, of each year.

In the event the 15th falls during a weekend or on a holiday, the cards must be submitted by the first weekday following the 15th. These changes will apply to layoffs which are effective twenty (20) weekdays after the above due dates, respectively. In the event that the Employer receives no notification of a change, the most recent bumping designations will remain in effect until changed in accordance with the procedures outlined in this Section.

The Employer shall notify employees in the affected Layoff Unit within fifteen (15) calendar days from the date the decision is made to establish or close a work location.

- (3) Employees shall be given the opportunity to submit a new predesignated bump card within a reasonable time of opening or closing of a work location. The Union shall be notified within seventy-two (72) hours from the date the decision is made to establish or close a work location. The Employer shall meet with the Union to discuss the time frames for submission of predesignated bump cards.
- (4) The Employer shall give new employees, employees promoted, employees demoted for reasons other than a bump, employees

transferred, or recalled employees a predesignated bump card within five (5) weekdays of date of entrance on duty. An Employee shall submit his/her card within thirty (30) calendar days of entrance on duty.

- (5) If a continuing employee's work location is officially changed by the Employer, the employee may submit a change in his/her predesignated bump card immediately. This change shall be effective for any layoff whose effective date falls after twenty (20) weekdays of the submission date of the predesignated bump card, unless otherwise mutually agreed to by the parties.

A work location "officially changed by the Employer" shall include, but not be limited to, a change in work locations as a result of transfer, reassignment in accordance with Article 14 (Assignment and Transfer), and/or promotions or demotions for reasons other than a bump.

The Employer shall acknowledge receipt of each employee's designation of bumping options within twenty (20) weekdays after the due date. Employees shall be responsible for notifying the Employer if they fail to receive the acknowledgement of the bumping change. The Employer shall provide to a designated Union Representative copies of the predesignated bump cards received under the provisions described in Subsections A(1), (2), (3), (4), and (5) of this Section.

For purposes of this Article the pre-designated bump cards received by the Employer shall be considered the official documents to be utilized by the Employer for the layoff and bumping of Bargaining Unit employees. This right of the Union to receive copies of the predesignated bump cards in no way affects the Employer's right to implement the layoff and bumping of Bargaining Unit employees.

B. Notice of Layoff/Bump.

The Employer shall give fourteen (14) calendar days written notice to employees of layoff or bump in accordance with the procedures for layoff and bumping in the ESA. The Employer shall furnish the Union President concurrent written notice of:

- (1) The name, social security number, employee identification number, Bargaining Unit Seniority, class title/level, and current work location of the employees scheduled to be laid off.
- (2) The name, social security number, employee identification number, class/level, current work location, the selection of work locations for

bumping, and the new work location for those employees who are to change their work location as a result of a bump.

- (3) A list of vacant Bargaining Unit positions by class/level and work locations which were filled by the Employer as a result of a bump.

C. Bumping Procedure.

- (1) For purposes of this Article, the least senior position is defined as:
 - a. A vacant position which the Employer intends to fill; or
 - b. The position occupied by the least senior employee.
- (2) An employee may bump laterally into the least senior position at the employee's current work location if the employee has so indicated on his/her predesignated bump card. If the employee's seniority does not allow a lateral bump in the current work location, she/he may bump to the least senior position at the next successively lower levels within his/her current class series and his/her current work location if the employee has so indicated on the predesignated bump card.
- (3) Employees who have not opted to bump into lower levels at the current work location as well as employees whose seniority does not allow the bump in the current work location may bump laterally within the Layoff Unit Bumping Pool. Bumping pool procedures are as provided in Appendix I.
- (4) If the employee's seniority or choice of work location does not permit a lateral bump, the employee may bump into successively lower levels within the Layoff Unit Bumping Pool.
- (5) An employee may bump into a former class series at or below any level in which the employee had satisfactorily completed a required probationary period in accordance with the procedures outlined above. The employee may exercise this right if she/he cannot bump down into the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.
- (6) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.
- (7) Employees scheduled for layoff or bump while on leave of absence shall be informed in writing in accordance with this Subsection.

The vacant position resulting from the bump by an employee who is on a leave of absence may be temporarily filled by the Employer in accordance with the provisions of this Article.

- (8) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump into another position must meet all requirements in accordance with Section 3.B of this Article.
- (9) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 7. LAYOFF PROCEDURE AND BUMPING IN DEPARTMENTS OTHER THAN UA AND ESA.

- A. The Employer shall give fourteen (14) calendar days' written notice to employees who are scheduled to be laid off. The notice shall indicate whether the employee has the option of bumping and the class/level to which the employee may elect to bump. The Employer shall furnish the Union President concurrent written notice of the name, social security number, employee identification number, seniority, class title/level, and current work location of the employee(s) scheduled to be laid off.

For purposes of this Article, the least senior position is defined as:

- (1) A vacant position which the Employer intends to fill; or
 - (2) The position occupied by the least senior employee.
- B. Within four (4) calendar days after receipt of notice of layoff, an employee scheduled for layoff shall notify the Employer in writing, on a designated form, of his/her decision to either accept layoff, or if possible:
 - (1) Bump laterally into the least senior position in the Layoff Unit, in his/her current class and level for which the employee is qualified.
 - (2) Employees who do not have sufficient seniority to bump in their current class/level in the Layoff Unit may bump, if possible, to the least senior position at the next and, thereafter, successively lower levels within their class series within the Layoff Unit as listed in Appendix H.
 - (3) The employee may bump into the least senior position in a former class series in the Layoff Unit at or below any level in which the employee had satisfactorily completed a required probationary period. The employee may exercise this right if she/he cannot bump down into the least senior position in the current class series as

specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.

- (4) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.
- (5) An employee scheduled for layoff while on leave of absence shall, within four (4) calendar days of receipt of notification, inform the Employer in writing of his/her decision to accept layoff or exercise bumping rights in accordance with this Section. The vacant position resulting from the bump may be temporarily filled by the Employer in accordance with the provisions of this Article.
- (6) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump must meet all requirements in accordance with Section 3.B of this Article.
- (7) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 8. BUMPING BY EMPLOYMENT TYPE.

Except as otherwise provided in Section 13, Temporary Appointment, an employee shall exercise bumping rights only within his/her same employment type. For purposes of this Article, employment types shall be permanent full-time, permanent part-time, permanent-intermittent, seasonal, or other employment types as agreed by the parties. (Example: Permanent full-time employees bump only less senior permanent full-timers; permanent part-time employees bump only less senior permanent part-timers; seasonals bump only less senior seasonals.) A permanent full-timer, if unable to bump within his/her employment type, may bump a less senior employee occupying a temporary appointment in the employee's current Layoff Unit. At the expiration of the temporary appointment, the employee will then exercise his/her bumping rights in accordance with the provisions of this Article.

SECTION 9. PROBATIONARY EMPLOYEES.

Probationary employees shall be laid off before the layoff of non-probationary employees. Such employees shall be laid off in least seniority order and recalled in most seniority order.

SECTION 10. TEMPORARY LAYOFFS - EMPLOYER OPTION.

A. Application of Temporary Layoffs.

Temporary layoff may be used for situations involving:

- (1) Unanticipated losses of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period;
- (2) Natural disaster, lack of utilities, or civil disruption that makes premises at a work site inaccessible or unusable. Under these circumstances, temporary layoffs shall only occur after the Compensation for Conditions of General Emergency provisions as described in Article 22, Section 21, of this Agreement have been utilized. Prior to the utilization of this option, the Employer will discuss with the Union any alternatives to temporary layoffs.
- (3) Other circumstances or events which the parties agree during the term of this Agreement warrant a temporary layoff.

B. Implementation.

Temporary layoff shall not exceed six (6) calendar days. In such cases, employees shall be laid off by inverse seniority order within class/level and Layoff Unit or, in a circumstance where not all work sites in a Layoff Unit are involved, by inverse seniority order within class/level and work location.

C. Waiver.

An employee who is temporarily laid off shall not be entitled to any leave balance payoffs, to bump to any other position, nor to be placed on any recall list as a consequence of the temporary layoff.

In a circumstance where temporary layoff is being used for a reason other than loss of funding, fourteen (14) calendar days' prior notice to the employee shall not be required, but the maximum prior notice possible under the circumstances should be provided.

SECTION 11. RECALL.

Work Location and Statewide Recall Lists shall be maintained by seniority for each class/level. A laid-off employee shall have the right to have his/her name placed on Work Location and Statewide Recall Lists for his/her primary class/level and those secondary class(es) to which she/he will accept recall. To be placed on recall lists, an employee shall give written notice to his/her Appointing Authority as soon as possible, but within five (5) calendar days subsequent to being laid off, except as provided in Article 16, Section 4.D.(2). Recall from Work Location Recall Lists shall be in order of most seniority.

Non-exclusively represented employees who may be laid off but have prior status in a Bargaining Unit class/level shall not be placed on Bargaining Unit

Work Location and/or Statewide Recall Lists/Cards in seniority order ahead of Bargaining Unit employees.

During the period of layoff an employee shall have the right to have his/her name added to the Work Location Recall List for any work location that had not been previously designated by written notice to the Appointing Authority. The right to be recalled to the newly added work location shall not become effective until ten (10) calendar days after the written notice by the employee has been received by the Appointing Authority unless otherwise agreed by the parties.

If there is an error in the administration of the system which leads to improper recall, such recall shall be promptly corrected and the involved employee(s) made whole.

Employees with recall rights shall be notified by the Employer within fifteen (15) weekdays from the date the decision is made to establish or close a work location.

Within sixty (60) days of the effective date of this Agreement, the Union and the Employer will work jointly in the development of an updated layoff information packet. The information will include explanations and appropriate forms for other options provided under this Agreement, such as annual and/or sick leave pay-offs/freeze, insurance payments, recall cards, and change of address form(s). Subject to available supplies, it is intended that this packet of information be supplied to employees at the time they receive notice of layoff. In the event the employee does not receive the packet at the time of notice for layoff, the Employer shall forward the packet to the employee's mailing address on file at the work location.

SECTION 12. RECALL FROM LAYOFF.

The provisions of this Section shall be applied subject to the exceptions listed in Section 3.B of this Article.

Notice of recall may be verbal or by certified mail. Verbal notice of recall must be directly with the employee; if not, the verbal notice of recall by the Employer will be followed up by written notice, certified mail, return receipt requested. In the event notice is by mail, it shall be sent to the employee at his/her Address of Record by certified mail, return receipt requested.

If the Employer notifies the employee verbally and the employee refuses recall, the Employer shall send written notice to the employee at his/her Address of Record by certified mail, return receipt requested.

When the Employer intends to fill a vacancy by recall, subject to Article 14, Section 4, the Employer shall recall the most senior employee who is on the Work Location Recall List for that class/level. If no employee is on such Work Location Recall List, the Employer shall recall from the Statewide Recall List for

that class/level. Recall from the Statewide Recall List shall be from among the top three (3) names.

Recall lists shall not be combined with promotional or open competitive registers for the purpose of providing the Employer with names.

The employee's right to recall shall exist for a period of up to six (6) years from the date of layoff.

SECTION 13. REMOVAL OF NAME FROM RECALL LISTS.

If an employee accepts or refuses permanent recall or fails to respond within five (5) weekdays from the verbal and/or mailing date notice of recall by the Employer, his/her name shall be removed from the recall list. In addition, his/her name shall be removed from recall lists as provided below:

- A. An employee who accepts recall to his/her primary class/level shall be removed from Work Location Recall Lists and the Statewide Recall List.
- B. An employee who refuses recall to his/her primary class/level in a work location shall be removed from that recall list. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off from his/her primary class and prior to the expiration of his/her recall rights, shall be removed from all Work Location and Statewide Recall Lists. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose.

An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

- C. An employee who accepts recall to a secondary class/level shall be removed from all recall lists for such secondary class/level.
- D. An employee who refuses recall to a secondary class/level in a work location shall be removed from that recall list for such secondary class/level. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off and prior to the expiration of his/her recall rights, shall be removed from all recall lists for such secondary class/level. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose.

An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

- E. An employee who refuses or accepts recall to a primary or secondary class/level from a Statewide Recall List shall be removed from such list.

- F. An employee may by written notice to the Appointing Authority, without penalty, remove his/her name from any recall lists on which his/her name appears.

SECTION 14. TEMPORARY APPOINTMENT.

The Union recognizes the Employer's right to fill a position on a temporary basis for reasons such as, but not limited to, filling in behind an approved leave of absence, vacation, specially funded contractual positions, fluctuations/changes in the workload, temporary promotions, transfers of continuing employees, and the need for special job skills.

The expiration of a temporary appointment shall not be considered a layoff for purposes of this Article; however, as long as they meet the conditions provided in this Article, employees shall be able to bump at the expiration of the temporary appointment as provided in this Section.

- A. An employee (without continuing prior State employment) with status acquired in a temporary appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department/Agency in the same class/level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a recall list for such class/level.

Subsection A. above will not apply in the following.

- B. When a continuing Bargaining Unit employee who has attained status in a permanent position accepts a temporary appointment that is in the Bargaining Unit under the same Appointing Authority or accepts a temporary appointment to a non-exclusively represented position under the same Appointing Authority, upon expiration of the temporary appointment, the employee shall be returned to his/her former class/level and work location which immediately preceded the temporary appointment if such position is vacant; if not vacant, the employee may exercise his/her bumping rights in returning to a position in the Bargaining Unit at the class/level in the Layoff Unit which immediately preceded the temporary appointment. A continuing employee who is offered a temporary appointment shall have the conditions for return to his/her former position explained in writing at the time such offer is made.
- C. Recall of employees to temporary appointments shall not be used to avoid recalling employees on a permanent basis. Employees recalled to a temporary appointment shall be eligible for all fringe benefits as provided in Article 22 in accordance with the terms of each Section of the Article.

Employees may agree to be recalled by work location on a temporary basis when laid off. An employee will designate his/her work location choice(s) on a recall card/form if she/he is willing to accept recall to a temporary appointment. Temporary recall shall be on the basis of seniority. An employee may change his/her work location choice(s) according to Section 11 and Section 12.D of this Article on a quarterly basis, effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter. An employee who is working in a temporary appointment shall remain eligible for recall to a permanent position.

An employee who fails to accept temporary recall to a work location within five (5) weekdays from the notice of recall by the Employer shall be removed from that Work Location Recall List/Card/Form. Removal from the temporary recall list/card/form shall not affect the employee's place on a permanent recall list/card/form. An employee's name shall not be removed from the temporary recall list/card/form if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

If the Employer is unable to reach the most senior employee on the temporary recall list/card/form, the Employer shall send the employee written notice to the Address of Record, certified mail, return receipt requested, and shall then contact the next most senior employee who has indicated agreement on his/her recall card/form to be recalled to a temporary appointment. The Employer shall explain that they were unable to reach the more senior employee and offer the position to the next most senior employee on a day-to-day basis pending a response from the senior employee within the five (5) weekday response period. The employee recalled under these conditions can be returned in seniority order to layoff at any time within the five (5) weekday response period with no bumping options.

Recall to a temporary appointment may be for a period not to exceed seven hundred twenty (720) consecutive work hours. Except as otherwise provided in this Subsection C, an employee whose temporary appointment expires shall be given five (5) weekdays' notice and will have no bumping rights. An employee whose appointment expires will be returned to layoff and his/her name returned to the Work Location Temporary Recall List. The expiration of such temporary appointment shall not be considered a break in service. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 12 and for the purposes of Article 12, Section 2.A(2).

All recalls to temporary appointments must be terminated prior to any permanent employees in the same class being laid off in a work location.

In the event recall to a temporary appointment under the same Appointing Authority exceeds seven hundred twenty (720) consecutive work hours, at the expiration of the appointment the employee shall receive fourteen (14) calendar days' written notice of return to layoff, or bump within the Layoff Unit of the temporary appointment in accordance with the provisions of this Article. If the employee has the ability to bump into a permanent position, the employee's name shall be removed from all temporary recall lists/cards/forms. In addition, the employee's name will be removed from recall lists/cards in accordance with Section 12 of this Article. When the recall to a temporary appointment is to fill a vacancy resulting from an approved leave of absence, at its expiration the employee's name shall be replaced in seniority order on the recall list utilized for the temporary appointment and the employee shall be returned to layoff.

An employee who has been recalled on a temporary basis and who later voluntarily separates from the position shall only retain recall rights to a permanent position in his/her primary class/level. In order to retain such recall rights, the employee shall be responsible for notifying, in writing, within five (5) calendar days, the personnel office in the employee's Department/Agency of his/her desire to retain such recall rights. Failure to do so will result in the employee's name being removed from all recall lists/cards.

- D. Exception: All provisions of Subsection C above for temporary recall shall apply to U.C. Interviewers except as specifically provided in this Subsection.

In the UA, employees eligible for recall to the U.C. Interviewer 8/9/E10 classification may agree to be recalled on a temporary basis when laid off.

Employees eligible for temporary recall shall designate their work location choices on a prescribed form to be developed by the Employer. The Union shall have the opportunity to review and discuss the form before distribution.

An employee available for temporary recall may change his/her work location choice(s) on a quarterly basis effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Recall to a temporary appointment may be for a period not to exceed one thousand forty (1,040) hours. Within a work location, temporary appointments shall be expired in seniority order. An employee whose temporary appointment expires shall be given a three (3) weekday notice and will be returned to layoff. The first day of such notice period is the day on which the notice is given. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 12 and for the purposes of Article 12, Section 2.A(2).

When an employee in a temporary appointment has accumulated approximately nine hundred twenty (920) hours in his/her appointment, Management shall attempt to project the remaining length of the appointment. If after Management review, a temporary appointment is expected to exceed one thousand forty (1,040) consecutive work hours, the Employer will establish a permanent position in that work location, except when the temporary appointment is to fill in behind an approved leave of absence or if a reduction in force is pending at the work location. Such vacancy will be filled in accordance with contractual provisions. The employee holding the temporary appointment may be continued beyond one thousand forty (1,040) hours until the permanent vacancy has been filled in accordance with the provisions of this Agreement. In that event, the employee in the temporary appointment shall receive a five (5) weekday notice and shall be returned to layoff. The first day of such notice period is the day on which the notice is given.

When the Employer intends to fill a temporary vacancy in a work location, the Employer shall recall the most senior employee on the Temporary Recall List/Card for that work location who is not working in a Bargaining Unit position. If the Employer is unable to reach the most senior employee on the Temporary Recall List/Card, the Employer shall send the employee written notice to the Address of Record by certified mail, return receipt requested.

An employee who fails to accept recall to a temporary appointment within the five (5) weekdays from the notice of recall by the Employer shall be removed from the Temporary Recall List/Card for that work location. The employee shall remain on the Temporary Recall List/Card for all other work locations the employee has listed. During the five (5) weekday response period, the Employer may elect to schedule a permanent-intermittent employee while waiting for the most senior employee to respond.

If the Employer schedules a permanent-intermittent employee, the Employer shall explain to the permanent-intermittent employee that they were unable to reach the most senior employee on the Temporary Recall List/Card, and offer the assignment to the permanent-intermittent employee on a day-to-day basis, pending a response from the most

senior employee within the five (5) weekday response period. If the most senior employee accepts the position within the five (5) weekday response period, the permanent-intermittent employee will be furloughed. If the most senior employee fails to respond or refuses the appointment, the Employer shall recall the next most senior employee on the Temporary Recall List/Card who is not working in a Bargaining Unit position. If the Employer decides not to continue the temporary position, the next most senior employee will not be recalled and the permanent-intermittent employee will be furloughed.

The Employer shall furnish to the Union without cost on a quarterly basis a Temporary Recall List of all employees who have agreed to be recalled to temporary appointments. The Temporary Recall List shall contain the following information: the employee's name in seniority order, social security number, employee identification number, date of hire, and TKU number of all work locations to which the employee is willing to accept temporary recall.

SECTION 15. EXCEPTIONS.

Layoff and recall shall be in accordance with procedures set forth in this Article except for:

- A. Seasonal layoff of seasonal employees; or
- B. School year employees at institutions and schools during recesses in the academic year and/or summer; or
- C. Permanent-Intermittent employees.

The layoff of an employee under A, B, and C above shall be by class/level in order of least seniority. Recall of such an employee shall be by class/level in order of most seniority. Seniority for such an employee shall only apply for purposes of layoff and recall against other employees similarly situated within the layoff units listed in Appendix H.

SECTION 16. LAYOFF AND RECALL INFORMATION TO UNION.

The Employer shall provide to the Union President copies of seniority list(s) which are used to determine the employees who are to be laid off. The Employer shall provide to the Union President or his/her designee access to recall cards/lists as provided for in this Agreement.

SECTION 17. VOLUNTARY LAYOFFS.

Voluntary layoffs shall be a subject of secondary negotiations.